



TEXAS RACING COMMISSION

Purchase Order

Texas exempt agency of the State of Texas

01. PO Date 8/21/2015	02. PCC Q	03. HUB No	04. Payee Identification Number	05. Requisition # N/A	06. Agency PO # 476-16-34
07. Vendor Name and Address Name MorphoTrust Usa Address 6840 Carothers Pkwy, Suite 650 City State Franklin, TN 37067 Ph/Fax 615-778-5777				08. Vendor Contact 09. Vendor E-mail 10. Date Contacted 615-778-5777	11. Comments:
13. Invoice Name and Address Name Texas Racing Commission Address 8505 Cross Park Dr., Ste. 110 City State Austin, TX 78754-4552				12. Delivery Address if Different	

14. CLASS	15. ITEM	16. DESCRIPTION	17. RCY	18. QTY	19. UNIT	20. UNIT PRICE	21. AMOUNT
990-41	1	<p>The second renewal for this Purchase Order (PO) is being issued in accordance with Interagency Cooperation Contract with TXDPS Contract No. 4054054050. The services are to provide Electronic Finger Print Services for Commission staff at designated racetrack locations the ability to interface electronic fingerprints, pictures and other data with the Texas Department of Public Safety Automated Fingerprint Identification System located at the TxDPS. This includes all MorphoTrust USA's equipment, equipment maintenance and services to meet the requirements as described in the "Description of Services" attached. Acceptance is defined as vendor performing any work or services related to this purchase order. The term of this contract is effective 09/01/2015 through 08/31/2016 with option for a renewal of five (4) additional of one (1) year periods. Unit Price Per Fingerprint Submission to the Department's AFIS System.</p> <p>Unit Price Per Fingerprint Submission to the Department's AFIS System.</p> <p>Vendor must notify the Texas Racing Commission no less than 90 days before the effective date of any changes to this contract.</p> <p>Purchase order not to exceed \$25,000.00. Any unused balance is automatically cancelled at the term of the contract.</p>	N/A	2500	EA	\$10.00	\$25,000.00

All items to ship "FOB Destination" prepaid and allowed unless otherwise specified. Total \$25,000.00

Email all acknowledgements and contract correspondence to: dorene.corsentino@txrc.texas.gov

22 ITEMS FOR Mark/Cathy-Legal & Licensing

23 LEGAL SITE (if applicable): 34 TAC 20.41- Delegated Purchase

24 OTHER PAYEES CONTACTED FOR BIDS	CONTACT	CITY AND STATE	BID TOTALS
n/a	n/a	n/a	n/a

25 BEST VALUE OTHER THAN LOW PRICE MEETING SPECIFICATIONS & BASIS FOR BREAKING TIE BID: n/a

26. Name of Purchaser: I certify above includes all firms contracted for quote and their replies. Dorene Corsentino
Main Phone: 512-833-6699 FAX 512-833-6907

Purchaser sign here *Dorene Corsentino* E-mail dorene.corsentino@txrc.texas.gov
Date Signed 8-21-15

27 Name of Accountant: I certify that funds are available for the above referenced items. Adrienne Courtney/John Perryman
Main Phone: 512-833-6699 FAX 512-833-6907

Financial sign here *Adrienne Courtney* E-mail lane.goetsch@txrc.texas.gov
Date Signed 8/21/15

If a prior contract number is referenced on this PO all terms & conditions of that contract must be met. Otherwise, by accepting this purchase order the vendor affirms that they have read the "TxRC Standard Terms and Conditions (T & C's)" and understand that they are bound by and must comply with these Standard T & C's and any additional specifications from an associated "TxRC Solicitation Sheet". Copies of the TxRC Standard T & C's may be obtained by contacting the TxRC Procurement services office or online at our website. http://www.txrc.state.tx.us/agency/vendor/TxRC_Terms_and_Conditions.pdf



**TXRC PO #476-16-34
August 21, 2015**

TEXAS RACING COMMISSION

8505 Cross Park Dr., Ste 110, Austin, TX 78754
Phone: 512-833-6699; Fax 512-833-6907

DESCRIPTION OF SERVICES

The Texas Racing Commission (the "Commission") require for Electronic Fingerprinting Services to provide the ability for Commission staff at designated racetrack locations to interface electronic fingerprints, pictures and other data with the Texas Department of Public Safety (TxDPS or Department) Automated Fingerprint Identification System (AFIS) located at the TxDPS. This includes all MorphoTrust USA's equipment, equipment maintenance and services to meet the requirements as described in this Description of Services. All costs associated with the provision of equipment, maintenance, and services are included in the unit price per fingerprint submission.

Since the AFIS system must be accessed utilizing the existing TxDPS vendor, equipment and infrastructures this solicitation is being advertised under TX, Government Code, Section 2155.067. The issuing office believes that the requested items are proprietary to one manufacturer and/or to the specifications.

The initial term of this contract will be from September 1, 2015 through August 31, 2015. The Commission and awarded vendor have the option to renew the agreement for five (5) additional one-year periods.

Amendments may be made for additional like goods or services under the same terms and conditions as this contract. The contract may be amended by Purchase Order Change Notice (POCN) to reflect additions or deletions of service. As additional racetracks become active they may be added to this contract.

The Commission's point-of contact for the Purchase Order is:

Dorene Corsentino, Procurement Officer
Texas Racing Commission
8505 Cross Park Drive, Ste 110
Austin, TX 78754
Phone 512-490-4031

Agency point-of-contact for the delivery of services from the purchase order resulting from this offer is:

Cathy Cantrell, System Manager
Texas Racing Commission
8505 Cross Park Drive, Ste 110
Austin, TX 78754
Phone 512-490-4012

Agency point-of-contact for the purposes of payment from this offer is:

Lane Goetsch, Accounts Payable
Texas Racing Commission
8505 Cross Park Drive, Ste 110
Austin, TX 78754
Phone 512-490-4029

Description

In accordance with the Texas Racing Act and Texas Gov't Code § 411.096, the Commission requires that all Commission appointees, employees and applicants for licenses submit to and successfully pass criminal history background checks. The Commission requires licensees and employees to submit fingerprints for a Federal Bureau of Investigation (FBI) criminal history background check every three years. The Commission has approximately 10,000 licensees and 55 employees. In order for these background checks to be performed by the Texas Department of Public Safety (TxDPS, or the "Department") and the Federal Bureau of Investigation (FBI), the applicant's fingerprints must be captured and forwarded to the TxDPS. In the past, fingerprints have been collected in ink on paper by the Commission's own licensing staff at the racetracks. Some fingerprints have also been collected by local law enforcement agencies. However, due to the need to expedite the review of background checks, the Commission desires to collect and transmit fingerprints and photographs digitally to the Department's Automated Fingerprint Identification System (AFIS). This Description of Service document is for the purpose of setting up multiple fingerprinting sites at designated racetracks to move forward from manual to electronic fingerprinting services.

A.1. Definitions

"**AFIS**" means the Department's Automated Fingerprint Identification System.

"**Applicant(s)**" shall mean those individual persons that have their fingerprints and other personal information captured and transmitted to the Department.

"**Commission**" shall mean the Texas Racing Commission.

"**Department**" shall mean the Texas Department of Public Safety

"**Equipment**" shall mean the electronic fingerprint scanning devices ("scanning devices") capable of capturing applicant fingerprints and photographs digitally, and then interfacing with the Department's AFIS system and transmitting the captured data to the Department for a criminal history background check. All liveness and/or cardscan equipment used must be certified according to the FBI Image Quality Standards (IQS), Appendix F standards.

"**Fees**" shall mean unit price per fingerprint submission that shall be due to the vendor's or successful bidder's provision of equipment, maintenance, and services. Collection of the Department (TxDPS) and FBI background check fees will be billed under the terms of the Memorandum of Understanding (MOU) between TxRC and the Department.

"**Maintenance Services**" shall mean the bidder's services, parts and equipment necessary to repair or maintain the scanning equipment.

"**Services**" shall mean the successful bidder's services in electronically transmitting to the Department the Applicant's fingerprint record and other applicant data that the bidder receives from the Commission, and the bidder's services in training Commission employees to operate the equipment.

B.1. Equipment Requirements – The vendor shall provide three desktop and two transportable systems as defined in sections (a) & (b) below.

(a) **Desktop Modular Systems**, including workstations with keyboard, mouse, 17" monitor, anti-virus software, Cisco VPN client software, and fully featured application software for tenprint capture, storage and transmission. Referenced Brand: TouchPrint 3100 Desktop Live Scan System, Model TP-3100XD-ED, with customization required to interface with the Department's AFIS system. To include Tri-pods and backdrops for digital capture system - Referenced Brand: TouchPrint TP-HWOX-DCTRNS; Fingerprint

reading hi-speed USB peripherals - Referenced Brand: TouchPrint BTO-500; Drivers license swipe systems that read data from the license to populate the fields in the background history form; Digital capture systems with camera and supplies - Referenced Brand: TouchPrint TPHWOX-DIGCAP; Warranty upgrades with 9/5 help desk support - Referenced Brand: TouchPrint HWOX-DIGCAP-W95; Desktop systems require printers not transportable units.

(b) Transportable systems, including notebook computers, laptop carrying cases, anti-virus software, Cisco VPN client software, and fully featured application software for tenprint capture, storage and transmission. Referenced Brand: TouchPrint 3100 Desktop Live Scan System, Model TP-3100XT-ED, with customization required to interface with the Department's AFIS system. To include scanner carrying cases -Referenced Brand - TouchPrint 3100-CASE; Tri-pods and backdrops for digital capture system - Referenced Brand: TouchPrint TP-HWOX-DCTRNS; Fingerprint reading hi-speed USB peripherals - Referenced Brand: TouchPrint BTO-500; Drivers license swipe systems that read data from the license to populate the fields in the background history form; Digital capture systems with camera and supplies - Referenced Brand: TouchPrint TPHWOX-DIGCAP; Warranty upgrades with 9/5 help desk support - Referenced Brand: TouchPrint HWOX-DIGCAP-W95; Fingerprint printers suitable for creating hardcopy printouts of captured FBI fingerprints for submission to other state racing jurisdictions or equal system.

The three desktop systems and two transportable systems are installed at the following:

Texas Racing Commission Lone Star Park 1000 Lone Star Pwky. Grand Prairie, TX 75050 (1) Desktop & (1) Transport	Texas Racing Commission Sam Houston Race Park 7575 N Sam Houston Pwky. W. Houston, TX 77064-3417 (1) Desktop	Texas Racing Commission Retama Park One Retama Parkway Selma, TX 78154 (1) Desktop
Texas Racing Commission Gulf Greyhound Park PO Box 488 La Marque, TX 77568-0488 (1) Transport	Texas Racing Commission 8505 Cross Park Drive Austin, TX 78754 (1) Transport & (1) Desktop	

B.2. Ownership and Operation of Equipment

- (a) All equipment provided under Section B.1. of the IFB shall remain the property of the vendor and vendor shall remain responsible for maintaining equipment. At the conclusion of the contract, the Commission will return to vendor or make available for bidder's de-installation and retrieval of the vendor systems. Note: Test systems may be utilized to fulfill the equipment requirements.
- (b) Commission staff shall be responsible for operating the equipment in accordance with the training and instructions provided by the bidder. Commission trained staff shall utilize the "train the trainer" approach in order to train additional Commission staff as additional tracks are added.

C.1. Maintenance Service Requirements The successful vendor shall provide Help Desk Maintenance Services for the scanning device (the "System" herein) to the Commission as follows:

- (a) Telephone technical support for system hardware and software from the bidder shall be available via a toll free telephone number, Monday through Friday, 8am-5pm central time.
- (b) Vendor will furnish all parts and components necessary for the service and maintenance of the system. Replacement parts shall be sent to the Commission's place of business within Texas at which the equipment is located.
- (c) The Services do not require any bidder on-site maintenance services. The Commission will provide the on-site personnel to assist the vendor's help desk with troubleshooting, module replacement, and installation of updates, as required.
- (d) The Commission shall maintain at least one (1) trained system manager on the Commission's support staff during the term of this contract.

- (e) Vendor shall provide a telephone response to the Commission's service calls within two (2) hours from the time the Commission places a service call with bidder's Help Desk.
- (f) Vendor shall furnish all parts and components necessary for the maintenance of the system. Vendor's shipment of a replacement part to the Commission will be initiated promptly after the bidder's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are to be made via next day priority air.
- (g) If a defective part is required by vendor to be returned, the packaging material used in shipment of the replacement part shall be reused to return the defective part within two weeks of receipt of replacement part(s).
- (h) Upon the Commission's request for vendor's on-site service, vendor's Help Desk will dispatch a field service engineer at the Commission's place of business within 48 hours of the request.

C.2. Exclusions from Maintenance Service Requirements The following services are specifically excluded from the Maintenance Service Requirements:

- (a) System relocation or misuse.
- (b) Additional training (beyond that amount or level of training originally ordered by the Commission)
- (c) Commission provided:
 1. Communication networks provided, including any Malware or Adware issues.
 2. Third party software or hardware (not licensed by vendor)
 3. Facility or environmental conditions, such as, AC or power failure not listed in provider system documentation.

D.1. Service Requirements The successful bidder shall:

- (a) Vendor shall transmit applicant's digital fingerprint and photographic records to the Texas Department of Public Safety's AFIS system for the purpose of conducting criminal history background checks for licensure or employment by the Commission.
- (b) Vendor shall deliver and install five scanning devices at the Commission's places of business. Vendor will provide up to a three-day scanning device training class for up to three Commission employees per location at which a desktop modular system for tenprint capture is installed. Vendor shall provide all Help Desk maintenance services on the scanning device in accordance with the terms and conditions contained in Schedule B of this IFB. Repairs are to occur with minimal downtime.
- (c) Vendor will ensure that the system developed has the ability to verify the quality of fingerprints acquired at the time of acquisition and to resubmit rejected prints, minimizing the need for the applicant to be reprinted. When it is necessary for the Commission to resubmit fingerprints, the Commission will use the original FBI Transaction Control Number (TCN) for the resubmission and the bidder will not charge a fee for the resubmission of these fingerprints. The Commission will be liable for duplicative charges resulting from resubmissions that do not include the TCN in the Transaction Control Reference (TCR) field returned by the FBI for the rejected submission.
- (d) Vendor will provide training materials and a training manual for the Commission to use in training authorized personnel to use the system. Bidder authorizes the Commission to make copies of the training materials and training manual for the limited purpose of providing training to authorized personnel.
- (e) Vendor will provide one additional transportable unit, as identified in Section B.1.(b.), for every two inactive tracks that become active. Currently inactive tracks include, Laredo Downs, Laredo Race Park, Longhorn Downs and Manor Downs.

E.1. Payment Terms

The successful vendor will absorb 100% of the start up costs. The project will be funded by cost recovery through fees the vendor charges for the services. All fees due to bidder must be included in the bidder's unit price per fingerprint submission to the Department's AFIS system.

F.1. General.

The laws of the State of Texas govern the resulting purchase order. The purchase order and this IFB constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of bidder and the Commission. Bidder without the prior written consent of the Commission may not assign the resulting purchase order. Any notice required to be delivered under the resulting purchase order shall be delivered to the parties at the addresses indicated on the face of the IFB. This may be done by fax, email or certified mail to the vendor's Authorized Representative or TxRC Purchaser or their designees as applicable.

SCHEDULE A

COMMISSION FINGERPRINTING OBLIGATIONS

The Commission will provide the following services:

1. The Commission will re-print any fingerprint rejection notice from the Department and/or the Federal Bureau of Investigation (FBI) at no cost to the applicant if the Commission captured the original set of fingerprints. Applicants whose fingerprints have been rejected from the Department and/or the Federal Bureau of Investigation (FBI) may be reprinted at any Commission-operated fingerprinting site to qualify for reprinting with no additional rolling fee.
2. The Commission will be responsible for all costs related to processing errors resulting from duplicate transmissions by Commission personnel.
3. The Commission shall operate its scanning locations with a high degree of professionalism, treat all applicants in a polite and courteous manner, and promptly notify bidder of any service-related issues or incidents. The Commission shall provide applicants with adequate parking, ADA accessibility, and access to reasonable accommodations for applicants waiting for fingerprinting.
4. The Commission shall maintain a fingerprint rejection rate of less than 2%.
5. The Commission will designate at least one employee to participate in a three-day training program to be held at a Commission-designated location.
6. The Commission will provide any furniture necessary to accommodate the scanning device.
7. The Commission will contact the bidder's help desk when any hardware or software is not in normal working order.
8. The Commission shall ensure that only authorized personnel shall have physical control of and access to the scanning device and all components. When the scanning device and all components are not under the physical control of authorized personnel, it shall be secured in a way that will not allow anyone else to gain possession of the equipment or gain access to the data contained on the equipment. If a scanning device becomes compromised, lost, and or stolen at anytime, the Commission will immediately contract bidder's help desk to report the matter.
9. The Commission shall utilize the fingerprinting system(s) for a minimum of six months.
10. The Commission will provide internet connectivity within ten (10) feet of the area where the scanning equipment is installed. The Commission sites to meet the requirements for connectivity to the bidder network, to include:

- Broadband\High Speed Connection
- Firewall protection in front of the scanning device, firewall to be bi-directional
- The following connectivity protocols to be opened on core firewall to allow VPN connectivity:

Service	Protocol Number	Source Port	Destination Port
PPTP Control Connection	6 (TCP)	1023	1723
PPTP Tunnel Encapsulation	47 (GRE)	N/A	N/A
ISAKMP/IPSEC Key Management	17 (UDP)	500	500
IPSEC Tunnel Encapsulation	50 (ESP)	N/A	N/A
IPSEC NAT Transparency	17 (UDP)	10000 (default)	10000 (default)

SCHEDULE B

FEE COLLECTION AND BILLING PROCEDURES

PAYMENTS MADE TO VENDOR ON TERMS

The vendor's fees for unit price per applicant fingerprint submissions related to this agreement will be billed to the Commission on terms, through a vendor billing account. Vendor shall invoice the Commission for such fees and the Commission will remit payment in full to bidder within thirty (30) days from the date of vendor's invoice. Collection of the Department (TxDPS) and FBI background check fees will be billed directly by the Department through the TxRC Memorandum of Understanding (MOU) with the Department.

DUPLICATE TRANSMISSIONS

For duplicate transmissions to the Department and/or the Federal Bureau of Investigation (FBI), the Commission will be responsible for paying fees in accordance with Agreement Section D.1 (e).

REPORTING

Vendor will make the following reports available to the Commission by Commission-operated location:

- b. Monthly Commission Location Report-Summary
- c. Monthly Commission Location Report Detail

Vendor shall create additional reports as necessary.



**TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

1. BIDDING REQUIREMENTS:

- 1 01 Bidders must comply with all rules regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1 02 Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1 03. Bids must be time stamped at Texas Racing Commission (TXRC) on or before the hour and date specified for the bid opening.
- 1 04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1 05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1 06. Bid prices are requested to be firm for TXRC acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1 07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1 08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TXRC based on an acceptable written reason.
- 1 09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1 10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1 11. Consistent and continued tie bidding could cause rejection of bids by the TXRC and/or investigation for antitrust violations.
- 1 12. The telephone number for FAX submission of bids is 1-512-833-6907. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Call 512-833-6699 for FAX confirmation.
- 1 13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

- 2 01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2 02. Unless otherwise specified, items shall be new and unused and of current production.
- 2 03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2 04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2 05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 2 06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS:

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences)



**TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

4. **DELIVERY:**
 - a. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
 - b. If delay is foreseen, bidder shall give written notice to the TXRC and the ordering agency. Bidder must keep the TXRC and ordering agency advised at all times of status of order.
 - c. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TXRC to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
 - d. No substitutions permitted without written approval of TXRC.
 - e. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.
5. **INSPECTION AND TESTS:**

All goods will be subject to inspection and test by the State. Authorized TXRC personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.
6. **AWARD OF CONTRACT:**

A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.
7. **PAYMENT:**

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.
8. **PATENTS, TRADEMARKS, OR COPYRIGHTS:**

Bidder agrees to defend and indemnify the TXRC and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TXRC's or the State's use of any good or service provided by the bidder as a result of this IFB.
9. **BIDDER ASSIGNMENTS:**

Bidder hereby assigns to the TXRC any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*
10. **BIDDER AFFIRMATIONS:**

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

 - 10.01 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
 - 10.02 Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.*, neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - 10.03 Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.
 - 10.04 Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person



**TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below.

Name.	Social Security Number:
Name	Social Security Number:
Name.	Social Security Number:

10.05 Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

10.06 As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TXRC under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

10.07 Pursuant to §669.003, Gov't Code, TXRC may not enter into a contract with a person who employs a current or former executive head of the TXRC until four years has passed since that person was the executive head of the TXRC. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the TXRC in the past four years. If bidder does employ a person who was the executive head of the TXRC, provide the following information.

Name of Former Executive:

Name of State Agency:

Date of Separation from State Agency:

Position with Bidder

Date of Employment with Bidder:

10.08 In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

10.09 Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sams.gov>

10.10 Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges



**TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate

- 10.11 Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code relating to the prohibition of using state funds for lobbying activities.
- 10.12 Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TXRC under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
11. **NOTE TO BIDDER:**
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. **PROTEST PROCEDURES:**
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in TXRC's rules at 34 TAC Rule 20.384.
13. **DISPUTE RESOLUTION:**
The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the TXRC and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.
14. **NON-APPROPRIATION OF FUNDS:**
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to TXRC, either in whole or in part, subject to the availability of state funds. TXRC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TXRC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TXRC's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void in the event of a termination or cancellation under this Section, TXRC will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TXRC will not be required to give prior notice.
15. **TEXAS PUBLIC INFORMATION ACT:**
Notwithstanding any provisions of this IFB to the contrary, bidder understands that TXRC will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TXRC any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
16. **CONFLICT OF INTEREST:**
Under §2155.003, Gov't Code, a TXRC employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TXRC or purchasers of other state agencies.
17. **FORCE MAJEURE:**
Neither bidder nor TXRC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence,



**TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

- such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
18. **INDEPENDENT CONTRACTOR:**
Bidder is and shall remain an independent contractor in relationship to the TXRC. The TXRC shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the TXRC for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
19. **INDEMNIFICATION:**
BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TXRC, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS IFB. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TXRC. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TXRC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TXRC OR ITS EMPLOYEES.
20. **RIGHT TO AUDIT:**
In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by TXRC to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.
21. **ACCESSIBILITY STANDARDS**
Vendors of Electronic and Information Resources (EIR) are required to supply detailed information on how their proposed products, services, and solutions address the requirements of Section 508 of the Rehabilitation Act of 1973 (revised).

For each EIR product or service included in solicitation responses that are subject to Texas Administrative Codes 1 TAC 206 and 1 TAC 213 (which include the US Section 508 technical specifications), the vendor shall provide documentation of how each requirement or specification is met. It is the Vendor's responsibility to maintain the integrity of any accessibility documentation provided to TxRC. Any documentation shall be considered a self-attestation unless expressly affirmed otherwise. If the Vendor plans to provide commercial off the shelf (COTS) software as part or all of a solicitation response, the Vendor shall provide a completed Voluntary Product Accessibility Templates (VPAT) for each COTS product offered. For third party COTS products, the Vendor must obtain and submit VPATS or links to them from the third party as part of the solicitation response.